

1 WILDE & ASSOCIATES

Electronically Filed on _____

2 Gregory L. Wilde, Esq.

3 Nevada Bar No. 004417

4 208 South Jones Boulevard

5 Las Vegas, Nevada 89107

6 Telephone: 702 258-8200

7 bk@wildelaw.com

8 Fax: 702 258-8787

9 and

10 MARK S. BOSCO, ESQ.

11 Arizona Bar No. 010167

12 TIFFANY & BOSCO, P.A.

13 2525 East Camelback Road, Suite 300

14 Phoenix, Arizona 85016

15 Telephone: (602) 255-6000

16 Bank of America, National Association, as successor by merger to LaSalle Bank National Association,
17 as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2005-3 Asset
18 Backed Notes
19 09-76162

20 UNITED STATES BANKRUPTCY COURT

21 DISTRICT OF NEVADA

22 In Re:

BK-S-09-25954-bam

23 Keith Roy Fields

Date: 9/29/09

Time: 1:30pm

24 Debtor.

Chapter 7

25 **MOTION FOR RELIEF FROM AUTOMATIC STAY**

26 Bank of America, National Association, as successor by merger to LaSalle Bank National
Association, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust
2005-3 Asset Backed Notes, Secured Creditor herein. ("Secured Creditor" or "Movant" hereinafter),
alleges as follows:

1. That on or about August 27, 2009, the above named Debtors filed their current Chapter 7 Petition in Bankruptcy with the Court.

2. Secured Creditor is the current payee of a promissory note dated May 12, 2005 in the principal sum of \$182,000.00 ("Promissory Note" herein), secured by a Real Property Trust Deed of same date ("Trust Deed" herein) upon property generally described as 1249 Tamar St., North Las Vegas, NV 89031, and legally described as follows:

LOT EIGHTY-TWO (82) IN BLOCK THREE (3) OF BRAVO UNIT NO.3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 52 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

("subject property" herein).

3. Secured Creditor is informed and believes, and, based upon such information and belief, alleges that title to the subject property is currently vested in the name of Debtor.

4. With respect to secured Creditor's trust deed the following is due and owing:

Unpaid Principal Balance	\$172,779.81
9 Monthly Payments at \$1,246.98 (January 1, 2009 - September 1, 2009)	\$ 11,222.82
Escrow Advance	\$ 764.16
Other fees	\$ 17.99
Penalty Interest	\$ 7,728.99
Motion Filing Fee	\$ 150.00
Attorneys Fees	\$ 750.00
Total Arrearages	\$ 20,633.96

Furthermore, a payment becomes due on October 1, 2009 and on the first (1st) day of every month thereafter, and a late charge becomes due on any payment not paid within fifteen (15) days from the date the monthly payment is due.

5. Movant is informed and believes and therefore alleges that the Debtor and bankruptcy estate have insufficient equity in the property. The fair market value of the property pursuant to Debtor's Schedule "A" is \$150,000.00, less ten percent (10%) cost of marketing, less the first and second secured liens resulting in insufficient equity. Therefore, the secured creditor is not adequately protected. A true and correct copy of the Debtor's Schedule "A" is attached hereto as Exhibit "A".

1 6. Secured Creditor has elected to initiate foreclosure proceedings on the Property with
2 respect to the subject Trust Deed; however Secured Creditor is precluded from proceeding to publish
3 the necessary notices and commence said foreclosure action during the pendency of this Bankruptcy.

4 7. Secured Creditor has incurred to date attorney's fees of approximately \$750.00.

5 8. Secured Creditor urges that this Court issue an Order herein permitting this Secured
6 Creditor to proceed to a Foreclosure Sale of the Property, including necessary action to obtain
7 possession of the Property.

8 9. Secured Creditor's Information Sheet as to the extent of liens and encumbrances against
9 the subject property is attached hereto as Exhibit "B" and incorporated herein by reference. Secured
10 Creditor will seek leave of Court to specify any further encumbrances against the subject property at
11 the time of hearing.

12 10. James F. Lisowski, Sr. has been appointed by this Court the Chapter 7 Trustee in this
13 instant Bankruptcy proceeding. By virtue of the position as Trustee of the estate of Debtor herein,
14 Debtor holds title to the subject property in that capacity. To the extent the relief sought herein is
15 granted. Respondent, James F. Lisowski, Sr., Trustee, is bound by such judgment.

16 11. This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section
17 362(d).

18 WHEREFORE, Secured Creditor prays judgment as follows:

19 (1) For an order granting relief from the Automatic Stay, and permitting this Secured
20 Creditor to move ahead with foreclosure proceedings under this Secured Creditor's Trust Deed and to
21 sell the subject property at a Foreclosure Sale under the terms of said Trust Deed including necessary
22 action to obtain possession of the Property.

23 (2) That a finding that Rule 4001(a)(3) of the Rules of Federal Bankruptcy Procedure is not
24 applicable and Secured Creditor may immediately enforce and implement the order granting relief from
25 the automatic stay.

(3) In the alternative, an Order requiring the Debtor to reinstate and maintain all obligations due under all of the trust deeds encumbering the subject property and further allowing Secured Creditor with the remedies to proceed with foreclosure should the Debtor not maintain payments.

(4) For attorneys' fees and costs of suit incurred herein.

(5) For such other and further relief as this Court deems appropriate.

DATED 9-4-09.

WILDE & ASSOCIATES

By /S/GREGORY L. WILDE
GREGORY L. WILDE, ESQ.
Attorney for Secured Creditor
208 South Jones Boulevard
Las Vegas, Nevada 89107

B6A (Official Form 6A) (12/07)

In re KEITH ROY FIELDS

Case No. _____

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
1249 TARAMAR STREET NORTH LAS VEGAS, NV 89031		-	150,000.00	228,657.00

Sub-Total > **150,000.00** (Total of this page)Total > **150,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

** SECTION 362 INFORMATION SHEET **

Keith Fields
DEBTOR(S)

Chapter 7
Case No.: 09-25954-bam

Bank of America. National Association, as successor by merger to LaSalle Bank National Association, as Indenture Trustee, on behalf of the holders of the Accredited Mortgage Loan Trust 2005-3 Asset Backed Notes
MOVANT

PROPERTY INVOLVED IN THIS MOTION: 1249 Tamar St., North Las Vegas NV 89031

NOTICE SERVED ON: Debtor(s) ____x____; Debtor (s) Counsel ____x____; Trustee ____x____

DATE OF SERVICE: _____

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st Bank of America, National Association, as
successor by merger to LaSalle Bank National
Association, as Indenture Trustee, on behalf of
the holders of the Accredited Mortgage Loan
Trust 2005-3 Asset Backed Notes
(PB \$172,779.81)

2nd HSBC/MS (PB \$50,657.00)

Taxes State Department Of Taxation
(PB \$28,628.99)

Total Encumbrances: \$252,065.80

APPRAISAL or OPINION as to VALUE:
"Per attached Schedule "A" \$150,000.00

TERMS OF MOVANT'S CONTRACT
WITH THE DEBTOR

Amount of Note: \$182,000.00

Interest Rate: 5.5

Duration: 30 Year

Payment Per Month: \$ 1,246.98

Date of Default: January 1, 2009

Amount of Arrearages: \$ 20,633.96

Date of Notice of Default: June 9, 2009

SPECIAL CIRCUMSTANCES: I, Gregory L.

Wilde, hereby certify that an attempt has been made to
confer with debtor(s) counsel, or with debtor(s) and
that more than two (2) business days have expired, and
that after sincere effort to do so, counsel has been
unable to resolve this matter without court action.

SUBMITTED BY:

/S/GREGORY L. WILDE

SIGNATURE: _____

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st _____

2nd _____

Total Encumbrances: \$ _____

APPRAISAL or OPINION as to VALUE:

OFFER OF "ADEQUATE

PROTECTION" FOR MOVANT:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____